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**MATERIAL TRANSFER AGREEMENT FOR TRANSFER OF MATERIALS TO RECIPIENT SCIENTISTS**

In response to xxxxxxxxxxxxxx (RECIPIENT) acting through xxxxxxxxxxxxxx (Recipient Scientist) request for MATERIAL (induced pluripotent and/or embryonic stem cells[[1]](#footnote-1) (xxxxxxxx) which was deposited by xxxxxxxxxxxxx (DEPOSITOR), for a research program entitled “xxxxxxxxxxxxxxxxxxxxxxxx”, Banco Nacional de Líneas Celulares of Instituto de Salud Carlos III (PROVIDER), and the RECIPIENT agree to the following before the RECIPIENT SCIENTISTS receives the MATERIAL:

1. The RECIPIENT Scientist acknowledges and agrees that the DEPOSITOR, although a non-signatory to this MTA, retains property of the MATERIAL.
2. The DEPOSITOR owns the MATERIAL, which have been deposited at the BNLC of Instituto de Salud Carlos III (PROVIDER) in accordance with the laws of Spain (Ley 14/2007 de Investigación Biomédica). The BNLC of Instituto Carlos III will distribute the DEPOSITOR´S cell lines under the applicable law requirements.

1. The above MATERIAL is the property of the DEPOSITOR and is made available as a service to the research community. Ownership of the MATERIAL shall remain with DEPOSITOR and transfer of the MATERIAL to the RECIPIENT shall not affect DEPOSITOR´S ownership of the MATERIAL.
2. THE PROVIDER distribute the deposited MATERIAL for research use according to its functions (Orden SCO/393/2006). The BNLC does encourage Depositors to support the mutual aim of the BNLC project, which is to act as a hub for dissemination of quality-controlled cells to researchers worldwide.
3. This MATERIAL is not to be used for diagnostic or therapeutic purposes.
4. The MATERIAL will be used for teaching or non-commercial research purposes. As used herein, non-commercial research purposes specifically excluded sponsored research wherein the sponsor receives a right whether actual or contingent to the results of the sponsored research. The MATERIAL may not be used for commercial purposes or the direct benefit of research sponsor, except as such research sponsor is permitted to use MATERIAL under a separate written agreement with DEPOSITOR. Specifically, the MATERIAL shall not be used in a research program where rights (either actual or contingent) have already been granted to a research sponsor who does not have a separate written agreement with DEPOSITOR permitting such use of MATERIAL.
5. Nothing contained herein shall be considered to be the grant of a commercial license. Furthermore, nothing contained herein shall be construed to be a waiver of DEPOSITOR´S patent rights or DEPOSITOR´S property rights in the MATERIALs.
6. The MATERIAL will not be further distributed to others without the PROVIDER´s written consent and DEPOSITOR’s knowledge. The RECIPIENT shall refer any request for the MATERIAL to the DEPOSITOR. To the extent supplies are available, the PROVIDER or the DEPOSITOR agree to make the MATERIAL available, under a separate simple letter agreement to other scientists for teaching or non-commercial research purposes.
7. The RECIPIENT agrees to acknowledge the source (PROVIDER AND DEPOSITOR) of the MATERIAL in any publications reporting use of it.

1. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHATABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages which may arise from the use, storage, handling or disposal of MATERIAL except that, to the extent permitted by law, PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.
2. If RECIPIENT wishes to commercially exploit BNLC lines, it is the responsibility of the RECIPIENT to contact the DEPOSITOR directly to determine whether express permission or agreement in support of the commercial activity is required.
3. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes, regulations and guidelines relating to their handling, use or disposal.
4. The RECIPIENT agrees to use the MATERIAL only for the purposes stated in the research protocol annexed to the request. Specifically, RECIPIENT agrees that its research program will exclude: (i) the mixing of MATERIAL with an intact embryo, either human or non-human; (ii) implanting MATERIAL or products of MATERIAL in a uterus, and (iii) attempting to make whole embryos with MATERIAL by any method. The Recipient agrees that MATERIAL, but not the research results obtained, is to be returned to PROVIDER or destroyed upon a MATERIAL breach of the terms of this Agreement by RECIPIENT.
5. Should the provided MATERIAL undergo a modification during the research study resulting in a new stable pluripotent stem cell line / embryonic stem cell, it is mandatory that this newly generated MATERIAL be deposited in the BNLC according to the Law.
6. The MATERIAL is provided with a transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. The amount of the fee for this transfer if MATERIAL will be five hundred euros (500 €) per vial, excluding of VAT and the cost of shipping. Should the preparation and distributions costs increase, this fee may be reviewed annually.
7. The RECIPIENT will send to the PROVIDER and to the DEPOSITOR a copy of any paper published using the MATERIAL under request.
8. This Agreement shall be construed and governed by the laws of Spain.

The PROVIDER, RECIPIENT, and RECIPIENT scientist must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**PROVIDER**

Name of Authorized Official:

Titled of Authorized Official: Director……………………………………………………

Banco Nacional de Líneas Celulares

Address: Banco Nacional de Líneas Celulares

S. G. de Investigación en Terapia Celular y Medicina Regenerativa

      Instituto de Salud Carlos III

      Avda. Monforte de Lemos  5. Pabellón 5. 28029 Madrid. Spain

Signature of Authorized Official. Date:

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

Recipient:

Address:

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official. Date:

Read and understood by:

Recipient Scientist:

Signature of Recipient Scientist. Date:

**GLOSSARY:**

**“Depositor”** means the public or private institution who has obtained a stable pluripotent stem cell line (hESC or hiPSC), the MATERIAL, and is its owner.

**“Intellectual Property”** means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all

rights of action in relation to the infringement of any of the above;

**“Recipient”** means the natural or legal person who request access for MATERIAL for a research program.

**“Provider”** means el Banco Nacional de Líneas Celulares of Instituto de Salud Carlos III, a biorepository of human pluripotent stem cell lines (hESC or hiPSC) whose main objective is to support pluripotent stem cell research through provision of a high quality, well characterised collection of human pluripotent stem cell lines (hESC or hiPSC) for biomedical research (Ley 14/2007 de Investigación Biomédica)

“**Research Protocol Annexed to the request**”: The Recipient is requested to provide a summary of the research program that is intended to be developed after accessing to the MATERIAL. This summary must include as a minimum a brief description of the research protocol, the researcher/ers data and affiliation, the informed consent and the ethical committee approval.

1. For projects involving the release of embryonic material, a mandatory report of the Guarantees Commission would be necessary (<https://www.boe.es/buscar/pdf/2007/BOE-A-2007-12945-consolidado.pdf>) [↑](#footnote-ref-1)